

REMARKS

This Amendment is responsive to the Final Office Action mailed on August 15, 2006. The Examiner's comments have been carefully considered.

This Amendment is being submitted simultaneously with the filing of a Request for Continued Examination (RCE).

On February 14, 2007 applicant's undersigned attorney had a telephone conference with Examiner Aravind K. Moorthy during which the terminology used in the application, and specifically in claim 12, was discussed. The substance of this interview will be summarized in the remarks that follow.

In the Final Office Action, all the claims 12-16 of record have been rejected.

In making the rejection of claim 12, the Examiner notes, on page 3 of the Office Action, that Liu et al. discloses a parallel service provider device having a roaming contract with the individual service provider devices and including a second authentication server "and no access point terminal", directing applicant's attention to column 4, lines 5-61.

It is believed that a potential reason for the difference positions taken by applicant and the Examiner is the meaning or significance of the phrase "access point" as it is used in the instant specification and recited in the claims. The Examiner relies on a more conventional or traditional definition of an "access point", namely that an access point is a device that connects wireless communication devices to form a wireless network. However, the "access point" as used in the subject application, and in claim 12, is not a device that connects wireless communication devices together to form a wireless network

but is a device to which a user terminal (50, 52), of users who contract a corresponding one of the individual service provider devices, is connected and which connects the user terminals to a network. Thus, as used in the instant application, an “access point” is literally a terminal that provides or allows access by a user terminal to an individual service provider (ISP), such as the ISPs 14A, 14B, 14C. It will be clear to one skilled in the art that on the basis of the configuration shown in the figures, including Figs. 1 and 3 of the instant application, the user terminals, such as 50, 52, can only access a provider with which they have an account. At the same time, the parallel ISP 16 (Fig. 3) is an ISP to which the individual service providers 14A-14C have access to but the individual users with their user terminals does not have access to the parallel ISP 16. There is no requirement, in the subject application, that the invention be restricted to a wireless network. Likewise, nowhere is it disclosed that the network is a wireless network. It cannot be said, therefore, that a user or user terminal would have access to a second server, as will now be more fully discussed.

Although the Examiner states that Liu et al. discloses the individual service provider devices (column 2, lines 38-52) and the parallel service provider device (column 4, lines 5-61), most of the components in the centralized remote internet access system 120 are analogous to components in the remote user network access system 10 (Fig. 1) and the centralized remote internet access system 120 (see column 4, lines 23-34).

Liu et al. teaches that the dialer 124 connects to the network server 128 through a modem rack, such as the modem rack 18 shown in Fig. 1, the server 128 is identical to the communication server 22, the server 132 is analogous to the server 14, and the server 140 is identical to the server 68 (column 4, lines 24-33). Stated another way, the user

terminal 26 can be connected to both of the communication server 22 of the remote user network access system 10 and the network server 128 of the centralized remote internet access system 120.

According to the present invention, the user terminals can be connected to the individual service provider devices but cannot be connected to the parallel service provider device since the former includes access point terminals for connecting the user terminals to a network but the latter does not.

Therefore, Liu et al. does not teach the individual service provider devices (14A, 14B, 14C) each having access point terminals (20A, 20B, 20C) and the parallel service provider device (16) including no access point terminal(s).

In view of the foregoing, an examination of claim 12, as amended herein, now more clearly sets forth that the individual service provider devices 14A-14C each have access point terminals 20A-20C to which user terminals 50, 52 of users who contract a corresponding one of the individual service provider devices 14A-14C are connected to the access point terminals connecting the user terminals to a network. The parallel service provider device is defined as being connected to the network and to the individual service provider devices 14A-14C, so that the parallel service provider device has a roaming contract with the individual service provider devices and includes a second authentication server 32 but no access point terminals to the individual user terminals.

In view of the foregoing, it is clear that the meaning significance of “access point” in accordance with the present application are points to which user terminals can be connected or directly linked to their associated individual service providers only, and do not have any significance as that phrase might be used in a wireless network, although the

analogy is clear. However, for purposes of the present invention "access points" should be understood to mean access point terminals that perform as interfaces between user terminals and their individual service providers.

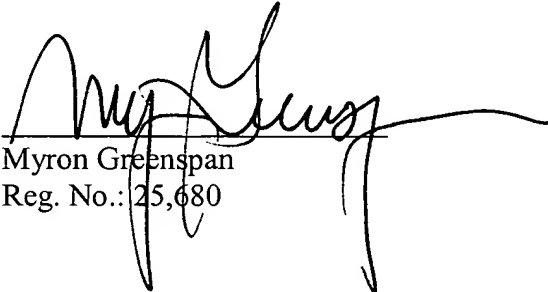
In view of the above clarifications, and the amendments to the claims, the Examiner indicated that the claims of record will be reconsidered in light of the significance of "access point" as now more clearly defined. Reconsideration of the rejections and allowance from all of the claims of record is, accordingly, respectfully solicited.

The Commissioner is hereby authorized to charge payment of the fees associated with this communication and during the pendency of this application, such as an extension or issue fee if mistakenly not paid or insufficient funds, and/or any other fee due but not paid by check, etc., or credit any overpayment to Deposit Account No. 10-0100.

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Respectfully submitted,


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